



**Dated: November 12, 2021
The following is ORDERED:**

Jennie D. Latta
Jennie D. Latta
UNITED STATES BANKRUPTCY JUDGE

**THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE, WESTERN DIVISION**

IN RE: **LISA YOLANDA TANNER,**)
aka **LISA YOLANDA LENGO,**)
Debtor.)

Case No. **21-21803-JDL-13**

**CONSENT ORDER MODIFYING STAY
AND PROVIDING FOR DIRECT PAYMENTS TO CREDITOR**

WHEREAS this consent order is before the Court upon the agreement of Debtor and Robert L. Berry and Kenny Lundgren (“Creditor”) to modify the bankruptcy stay and provide for direct payments to Creditor under Debtor’s proposed bankruptcy plan.

WHEREAS Debtor purchased certain real property known as 2960 East Street, Memphis, TN 38128 from Creditor for \$165,000.00 as recited in Warranty Deed dated September 29, 2016. The Debtor has not yet recorded the Warranty Deed for this real property transfer with the Shelby County Register of Deeds.

WHEREAS Creditor financed the Debtor’s purchase of the subject real property pursuant to a promissory note in the amount of \$115,823.42 dated September 29, 2016, with a maturity date of June 25, 2019, at which time the note would begin to accrue interest at a rate of 5.0% per annum. The promissory note was secured by Debtor granting to Creditor a first position deed of trust lien on the subject real property as set forth at deed of trust recorded at Inst# 16101514 in the Shelby County Register of Deeds Office.

WHEREAS Debtor defaulted in making the required installment payments for the subject loan, the maturity date of the loan has now passed, and the entire loan balance is now due in full.

WHEREAS the outstanding principal balance of the loan is \$90,104.87 with an accrued interest balance of \$750.87 through September 30, 2021.

WHEREAS Lender has exercised its foreclosure sale remedy but, is willing to forbear from selling the subject real estate at foreclosure auction pursuant to the terms of this consent order as set forth below.

IT IS HEREBY ORDERED, as follows:

1. The automatic stay is modified to the extent necessary for Creditor and Creditor's undersigned counsel to communicate directly with Debtor and Debtor's Power of Attorney to discuss routine loan servicing matters regarding receipt and posting of forbearance payments, real property tax payments, hazard insurance requirements for the collateral and any refinancing or loan payoff activities of Debtor.

2. Debtor shall continue paying the agreed upon \$300.00 weekly loan forbearance payments directly to Creditor.

3. Debtor shall continue paying \$450.00 each month directly to the Shelby County Trustee and \$300.00 each month to the City of Memphis towards the delinquent real property tax balance on the subject real property.

4. Debtor agrees to maintain paid up to date adequate hazard insurance on the subject real property listing Creditor as loss payee.

5. Debtor shall immediately record the subject Warranty Deed dated September 29, 2016, for the subject real property with the Shelby County Register of Deeds. In the event Debtor fails to record the subject Warranty Deed, Creditor may record a lost deed affidavit.

6. Debtor shall pay the subject loan balance in full or negotiate a new forbearance agreement with Creditor by December 31, 2021, at which time the automatic stay shall terminate *in rem* as to this Creditor and the subject real property.

7. The Trustee shall enter any and all orders necessary to effectuate the modifications as set out herein.

PREPARED BY and copies to:

/s/ Clifton E. Darnell (16050)
Attorney for Creditor
7500 Capital Drive, Germantown, TN 38138
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BY CONSENT:

/s/ B. David Sweeney
Attorney for Debtor
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/s/ Lisa Yolanda Lengo
Debtor
a/k/a Lisa Yolanda Tanner
4075 Walnut Grove Road
Memphis, TN 38117

APPROVED AS TO FORM:

/s/ Sylvia F. Brown
Sylvia F. Brown, Chapter 13 Trustee
200 Jefferson Avenue, Suite 1113
Memphis, TN 38103
901-576-1313

cc: Debtor